

St. Louis City Ordinance 65035

**FLOOR SUBSTITUTE
BOARD BILL NO. [00] 97**

INTRODUCED BY ALDERMAN MICHAEL MCMILLAN

AN ORDINANCE APPROVING THE DEVELOPMENT PLAN SUBMITTED FOR THE REDEVELOPMENT OF THAT CERTAIN TRACT OF LAND IN THE VANDEVENTER-SPRING REDEVELOPMENT AREA, WHICH AREA HAS BEEN PREVIOUSLY FOUND TO BE BLIGHTED BY THE CITY AND WHICH AREA SHOULD BE REDEVELOPED IN THE PUBLIC INTEREST, SAID TRACT BEING DESCRIBED IN EXHIBIT A; FINDING THAT THE EXERCISE OF EMINENT DOMAIN BY THE DEVELOPER IS NECESSARY AND IN THE PUBLIC INTEREST; AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF ST. LOUIS WITH THE DEVELOPER; SETTING FORTH THE TERMS AND CONDITIONS OF SAID AGREEMENT: INCORPORATING BY REFERENCE CHAPTER 353, REVISED STATUTES OF MISSOURI 1994, AS AMENDED, AND ORDINANCE NO. 56717, AND CONTAINING A SEVERABILITY CLAUSE,

WHEREAS, the Board of Aldermen of the City of St. Louis previously found and designated the Redevelopment Area to be a blighted area within the meaning of and as defined in the Urban Redevelopment Corporation Law, Section 353,020, R.S.Mo. 1994, and Ordinance No, 56717; and

WHEREAS, Vandeventer-Spring Redevelopment Corporation, did submit a Development Plan (the "Plan") for the redevelopment of a portion of the Vandeventer-Spring Redevelopment Area, such portion being described in Exhibit A hereto, and referred to in hereinafter as "Redevelopment Area" in accordance with the provisions of Ordinance No. 56717; and

WHEREAS, Vandeventer-Spring Redevelopment Corporation (hereinafter "Developer") is an urban redevelopment corporation

formed and existing under Chapter 353, R.S.Mo. 1994, having been incorporated on March 28, 1998; and

WHEREAS, the Plan has been presented to and recommended by the Planning Commission of the City of St. Louis to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; an

WHEREAS, this Board has duly considered the recommendation of the Planning Commission; and

WHEREAS, the Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national original, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, the Planning Commission of the City of St. Louis did conduct an open meeting and public hearing on June 21, 2000, for the purpose of reviewing and evaluating the Development Plan so submitted and did duly transmit its recommendation to the Mayor and the Board of Alderman; and

WHEREAS, the Board of Alderman finds that the redevelopment of the Redevelopment Area by Developer in accordance with its Development Plan (hereinafter "Development Plan") is in the public interest and serves a public purpose; and

WHEREAS, the Board of Alderman finds that the Development Plan complies with all requirements of Chapter 11.06 of the Revised Code of the City of St. Louis; and

WHEREAS, Developer has complied with all the requirements imposed upon it by Chapter 353, R.S.Mo. 1994; and

WHEREAS, there have been no improvements in the Redevelopment Area since the passage and approval of Ordinance No. 56717, to change the blighted character of the Redevelopment Area, as shown by the study entitled "Updated Data and Analysis on Conditions of Blight for Vandeventer-Spring Redevelopment Area" submitted by Developer to the City Planning Commission on March 1, 1999;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF ST. LOUIS, MISSOURI AS FOLLOWS:

Section 1: It is hereby determined, found and declared that the Development Plan, attached hereto as Exhibit B and incorporated herein by reference, submitted by Vandeventer-Spring Redevelopment Corporation for the redevelopment of the Redevelopment Area is in the public interest and as such is approved in accordance with provisions of this ordinance.

Section 2: The Redevelopment Area is that certain tract of land being described in Exhibit A attached hereto and incorporated herein by reference.

Section 3: The Board of Alderman has reviewed the previous designation of the Redevelopment Area as blighted area and hereby finds and declares that said Redevelopment Area continues to be and is now a blighted area as defined in Section 353.020, R.S.Mo. 1994, As Amended and as set forth in Ordinance No. 56717.

Section 4: It is found, determined and declared that there exists a necessity for the granting of the power of eminent domain to the Developer, that the granting of such power of eminent domain is in the public interest and serves the public purposes expressed Ordinance No. 56717, and Chapter 353, R.S.Mo. 1994, and that there is hereby granted to the Developer a Certificate of Public Convenience and Necessity authorizing and empowering it to acquire by eminent domain or otherwise, in its name, or in the name of and on behalf of the City, all or part of the real property, or any interest therein, in the Redevelopment Area; provided, however, the

Developer shall not have the right to acquire by eminent domain the owner-occupied residences located in City Blocks 3750 and 3751, which were owner-occupied as of June 21, 2000. The Developer shall have the authority and power of eminent domain as set forth in Section 353.130, R.S.Mo. 1994, as amended; provided, however, the Developer shall not have the right to acquire by eminent domain the owner-occupied residences located in City Blocks 3750 and 3751, which were owner-occupied as of June 21, 2000.

Section 5: The Mayor of the City of St. Louis shall be and is hereby authorized and directed to enter into and perform on behalf of the City, an agreement by and between said City and the Developer, its successors and assigns, in substantially the same form as set forth in Exhibit "C". In the event of any conflicts or differences between the provisions of the Development Plan and the Development Agreement hereinafter recited, the Development Agreement shall govern and said Development Plan shall be deemed, to be amended accordingly.

Section 6: The Agreement attached hereto as Exhibit "C" denominated "Development Agreement," is incorporated by reference and made a part of this ordinance as if fully set forth herein.

Section 7: The sections of this ordinance shall be severable. In the event any section of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this ordinance are valid, unless the court finds the valid Sections of this ordinance are so essentially and inseparably connected with, and so dependent upon, the void sections, that it cannot be presumed that the Board of Alderman would have enacted the valid sections without the void ones; or unless the court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent. If any part of this ordinance regarding the rights of Developer are found invalid or unconstitutional, Developer shall thereafter at its election have the right to be released from the Development Agreement herein contained,

Section 8: The provisions of Chapter 353, R.S.Mo. 1994, and Ordinance No. 56717, are incorporated herein by reference.

Section 9: If the Redevelopment Area is not acquired within the period provided for in the Development Agreement or as extended under the provisions of Section 6 and 7 of the Development Agreement, the redevelopment rights, including eminent domain, shall automatically expire.

Section 10: This ordinance shall be in full force and effect from and after its passage and approval according to law,

PASSED this ____ day of _____, 2000.

MAYOR

Date of Approval

ATTEST:

CITY CLERK

VANDEVENTER-SPRING REDEVELOPMENT AREA

Prepared for

VANDEVENTER-SPRING

REDEVELOPMENT CORPORATION

Draft for Review

UPDATE OF

DATA AND ANALYSIS ON CONDITIONS OF BLIGHT

FOR

VANDEVENTER-SPRING REDEVELOPMENT AREA

Prepared for
VANDEVENTER-SPRING
REDEVELOPMENT CORPORATION

June 15, 2000

Mr. Phil Hoge

Executive Director

St. Louis Development Corporation

1015 Locust Street, 12th Floor

St. Louis, Missouri 63101

RE: Vandeventer-Spring Redevelopment Plan (the "Plan")

Dear Mr. Hoge:

Vandeventer-Spring Redevelopment Corporation is pleased to submit this Plan for the revitalization of a portion of the New-Town-In-Town area. The Vandeventer-Spring site is generally bounded by Enright Avenue on the north, Spring Avenue on the east, Olive Street on the south, and Vandeventer Avenue on the west.

As you know, the New-Town-In-Town area was originally declared blighted by the St. Louis Board of Aldermen on March 26, 1974.

The Plan's overall strategy is to fill a development void and further strengthen the City's central corridor. The Plan will build upon and benefit from the successes of other revitalization efforts in the area – Grand Center, St. Louis University and the McPherson Redevelopment Area. Implementation of the Plan will also have a catalytic effect on other redevelopment efforts north of the site that are currently being planned. It is our intention to support and work with these complementary endeavors.

A key component of the Plan is the development of a new campus for Cardinal Ritter College Prep (CRCP) school. CRCP focuses on developing underprivileged, African-American students into future community leaders with a strong sense of self-identify and the ability to succeed in a diverse, competitive society. The campaign for the new campus, which is a collaborative effort by its lay board of directors, the St. Louis Archdiocese, major funders such as the Danforth Foundation, and the entire community, will enable the school to serve nearly twice as many students as are being taught in its current facility. The site acquisition, fund raising and preliminary architectural design aspects of the projects are well underway. Complementing the new school campus will be new residential development on Olive Street.

Mr. Phil Hoge

June 15, 2000

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In developing this Plan, we have coordinated our efforts with those of the Grand Center organization, as well as the master planning effort currently being undertaken on the North Central Plan area. We have had several meetings with representatives of both Urban Design Associates and the Regional Housing and Community Development Alliance and believe that this Plan is consistent with and complementary to those initiatives. We further anticipate that our participation with these other groups will continue as we both move past the planning stage and move well into actual project implementation.

If you have any questions, or if there is a need for further information, please feel free to contact me.

Thank you.

Sincerely,

FOR THE BOARD OF DIRECTORS

Lewis A. Levey

Enclosure

Cc: Alderman Michael McMillan

Michael Jones, City of St. Louis

Don Roe, Director of Planning

A. DESCRIPTION OF THE PROJECT

i. INTRODUCTION

On March 26, 1974 the Board of Aldermen of the City of St. Louis by Ordinance 56717 declared "blighted" a 1,400-acre area, referred to as New Town—In Town, under Chapter 353 of Missouri Revised Statutes, 1978, as amended. (See Exhibit 1, Redevelopment Area Location, for location of blighted area.) The concept of creating a New Town—In Town was a product of the comprehensive St. Louis Development Program prepared in the late 1960s. This study recognized that the midtown area had great long-term potential for attracting significant private investment. This, in turn, would result in expanded housing and employment opportunities while retaining and reinforcing the several major institutions and employers in the area.

Following the "blight" designation for the entire New Town area, several separate Redevelopment Areas were defined within the New Town—In Town area with separate redevelopment corporations to manage development in each area. Examples of approved 353 redevelopment projects within and in response to New Town include those developed by the Midtown Medical Center Redevelopment Corporation and the Lafayette Towne Redevelopment Corporation, both located to the south of Chouteau Avenue, as well as the City Center Redevelopment Corporation located east of Spring Avenue between Olive Street and Delmar Boulevard (see Exhibit 1).

The subject of this submission is a section of the New Town—In Town Chapter 353 blighted area, which shall hereinafter be referred to as the Vandeventer-Spring 353 Redevelopment Area (the "Redevelopment Area").* This area is generally bounded by Enright Avenue on the north, Spring Avenue on the east, the alley between Olive Street and Westminster Place on the south, and

Vandeventer Avenue to the west (the "Redevelopment Area"). The Redevelopment Area represents an important opportunity to fill a significant development void while building on the strengths of the revitalized Grand Center to the east, Saint Louis University to the south and the McPherson Redevelopment Area to the west.

*** An "Update of Data and Analysis on Conditions of Blight for Vandeventer-Spring Redevelopment Area" was prepared in the Spring of 1999 and is incorporated herein by reference.**

Exhibit 1

Redevelopment Area Location

The Redevelopment Area is located within a greater community of strong educational, cultural, and religious institutions and businesses including, St. Louis University, Harris Stowe State College, Grand Center, Fox Theatre, Powell Symphony Hall, Sheldon Concert Hall, Grandel Theatre, KETC-Channel 9, Pulitzer Foundation for the Arts, Forum for Contemporary Arts, Saint Alphonsus Rock Church, Third Baptist Church, Washington Tabernacle, and A.G. Edwards. The area has experienced significant revitalization over the past decade, with Grand Center becoming the twelfth largest visitor attraction in the St. Louis region, drawing 1.2 million people to 1300 events in 1998. Collectively these institutions form a sturdy base of support for the following additional development proposed for the Vandeventer-Spring Redevelopment Area:

- a new, relocated Cardinal Ritter College Prep facility;**
- new, residential development along Olive Street; and**
- the improvement of the Washington Boulevard business corridor.**

The Redevelopment Area's strategic location in the City's central corridor offers significant opportunity to leverage continued development outward as the healthy core expands. Initially the City will experience sustained economic benefit, through the creation of construction related jobs. Once completed, the proposed projects

will help stimulate existing businesses and create new business opportunities to support the increased demands of residents, employees and school users. Members of the community have envisioned the redevelopment of this area for many years.

There are several compatible initiatives being launched in the area, and it is our intention to support and work with these complementary endeavors. The Redevelopment Area is part of a much larger planning initiative for an area known as the Greater Grand Center Master Planning Area (see Exhibit 2). This effort is being sponsored by many groups including, Nations Bank, Grand Rock Community Economic Development Corporation, SLACO, and Grand Center. It is the intent that new development in the Vandeventer-Spring Redevelopment Area will be an integral part of this planning effort and will reinforce the goals for physical and economic revitalization of the entire Master Plan Area.

Exhibit 2- Complementary Planning Initiatives

In preparing this Redevelopment Plan, we have interfaced and coordinated our efforts and proposed initiatives with the independent master planning effort and City-sponsored engagement undertaken by Urban Design Associates and the Regional Housing and Community Development Alliance (RHCD) for the area and plan they identified as the "North Central Plan." We endorse that North Central Plan and believe that this Redevelopment Plan is consistent with and complementary to the North Central Plan.

In addition, the Covenant Blu / Grand Center / Vandeventer neighborhood has been selected as one of nine Sustainable Neighborhoods by St. Louis 2004, a partnership of community groups, banks, and government which will revitalize neighborhoods with safe, affordable and high quality housing, as well as employment, education, and health care. The proposed projects describe herein will join these and other Grand Center area initiatives to form the foundation upon which the complete and full revitalization of this strategically important area rests.

The Vandeventer-Spring Redevelopment Corporation (the "Developer") was created as a Chapter 353 corporation on March 25, 1998 to serve primarily as a sponsor, catalyst, and facilitator to stimulate and assist development and redevelopment in the

Redevelopment Area, primarily by other individual development entities. In this capacity, it will act to acquire and assemble land necessary to create the sites specified within this Redevelopment Plan (the "Plan") for redevelopment. As an umbrella redevelopment corporation, the Developer will focus on its roles of site consolidation, and guiding, coordinating, and serving as a go-between for the numerous public, private, institutional, and semi-public interests involved in the revitalization of and reinvestment in the Vandeventer-Spring Redevelopment Area.

ii. OVERALL OBJECTIVES OF REDEVELOPMENT

The Developer has established the following goals for development in the Redevelopment Area:

- 1. Provide for the construction of a new educational campus for Cardinal Ritter College Prep;**
- 2. Create opportunities for the construction of new residences, primarily on sites to be consolidated that front on the north and south sides of Olive Boulevard.**
- 3. Retain and reinforce viable existing businesses and institutions, including assisting in securing parking necessary to support such existing uses to remain;**
- 4. Retain and reinforce viable residential development.**
- 5. Enhance visual image of Redevelopment Area.**

iii. IMPLEMENTATION

The Developer has formulated an implementation strategy suited both to its role and to the objectives for the Redevelopment Area. The first component of this strategy is the promotion of the Redevelopment Area to enhance its image.

A second major dimension of the Developer's role is to solicit, review, select, and assist selected developers to implement individual plan elements. As part of this role, the Developer will assist in evaluating the viability

of retaining existing buildings in the Area, based on an analysis of structural conditions, the costs of renovation or rehabilitation, market demand and the functional utility of the structure for its intended use.

The third major role of the Developer shall be in serving as a "pass through" for the abatement of real property taxes for those developments undertaken pursuant to this Redevelopment Plan and appropriate Parcel Development Agreements, as required under Section F. This activity shall be coordinated and executed consistent with the requirements of the Office of the Assessor of the City of St. Louis. Tax abatement shall be used as an incentive for attracting and making feasible the type and quality of private investment planned within the Redevelopment Area.

In addition to these roles, the Developer will pursue and assess various opportunities for financial and program assistance. As an umbrella redevelopment corporation, the Developer will pursue and promote the use of federal tax incentives and federal, state, and local financial assistance programs.

Another activity central to the Developer's operations shall be to acquire and/or assist in the acquisition and holding for sale to other redevelopers of strategic properties. This will be accomplished primarily through a pooling of private funds in a revolving acquisition fund, as well as Community Development Block Grant allocations and Planned Industrial Expansion Authority bonds to the extent that these funds are available.

Finally, the Developer shall also work closely with the city in refining and implementing an appropriate public improvements program for the Redevelopment Area.

iv. DEVELOPMENT STRATEGY

To accomplish the preceding objectives, this Redevelopment Plan proposes the planning strategy outlined below:

1. Create Opportunity for New Institutional Development – Significant abandonment and deterioration has occurred in the portion of the Redevelopment Area to the north of Washington Boulevard. Cardinal Ritter College Prep intends to construct a new \$20 million high school facility and campus in the blocks bounded by Vandeventer Avenue on the west, Enright Avenue on the north, Spring Avenue on the east, and Washington Avenue on the south. This important new institutional development will greatly improve the northern portion of the Redevelopment Area and will serve as an anchor in the deteriorated area between the stable Washington Boulevard development to the south, the revitalized Grand Center core to the east, and the City of St. Louis Circuit Court Juvenile Division and Veterans Hospital to the north.

2. Create Opportunities for New Residential Development - Significant deterioration and abandonment has occurred along Olive Street. This creates the opportunity for new residential development intended to help revitalize the Redevelopment Area. This will extend the new residential development that has occurred west of Vandeventer Avenue. The developer will assist in the relocation of existing businesses on Olive Street.

3. Reinforce Washington Boulevard Corridor - There are a number of viable businesses and institutions located along the south side of Washington Boulevard between Spring Avenue and Vandeventer Avenue, which should be retained and reinforced. Likewise, assisting these established uses in securing adequate parking facilities will be an

Exhibit 3 - Land Use Plan important objective of the Redevelopment Plan. In addition, there are vacant buildings and sites along the north side of Washington Boulevard which, when incorporated into the site for the Cardinal Ritter College Prep, will help stabilize and complement the existing pattern of development.

4. Enhance Visual Image of Redevelopment Area - Enhancing the visual image along the perimeter of the Redevelopment Area and along Washington Boulevard is an important step in providing a new development image for the Area, as well as reinforcing the recent development, which has occurred to the east, south, and west. Of particular importance are improvements to Vandeventer Avenue, which serves as a major north south arterial for the City of St. Louis.

To facilitate the creation of a residential environment in portions of the Redevelopment Area, it is proposed that the option be retained to close Olive Street to through traffic at Vandeventer. In addition, Delmar Boulevard should be reconfigured to facilitate construction of Cardinal Ritter College Prep, while still providing for the east-west traffic flow, which Delmar currently accommodates. This will increase the importance of

Washington Boulevard as an entry to the Vandeventer-Spring Redevelopment Area, as well as to Grand Center to the east. Appropriately, Washington Boulevard should receive a substantial upgrade of its streetscape. Finally, additional landscape improvements are proposed for the west side of Spring Avenue to reinforce improvements by others along the east side of Spring Avenue.

v. OVERVIEW OF DEVELOPMENT PROJECTS

The Redevelopment Plan consists of a series of interrelated actions. The resulting series of development projects are referenced to Exhibit 4, Project Areas. These, in turn, are briefly summarized below and in the accompanying Exhibit 3, Land Use Plan, and Exhibit 6, Primary Action, in terms of their physical and functional interrelationships.

City Block 3750 and City Block 3751 (Project Area 1): These blocks shall be assembled to accommodate the planned development of the Cardinal Ritter College Prep campus.

Northern half of City Block 4585 (Project Areas 2): The existing environment of office, institutional and distribution uses along Washington Boulevard is to be retained and enhanced. Businesses or institutions that support the arts and entertainment center developing in the adjacent Grand Center area to the east should be encouraged to locate in this area as space is available. Both on-site and on-street provisions for parking should be improved to accommodate the principal uses in this area.

Western portion of City Block 2287 (Project Area 3): This triangular piece of land should be redeveloped for a park/open space at this key location where Spring Avenue changes alignment. Alternatively, this land could be incorporated into the residential development proposed for Project Area 4.

Southern half of City Block 4585 and northern half of City Block 3926 (Project Areas 4 and 6). These two half blocks are to be redeveloped primarily for new residential units with the possible retention and incorporation of such existing structures or portions of structures (facades) as, in the judgment of the Developer, may be feasibly rehabilitated. An alternative use for a minor portion of this area would be the provision of parking facilities for uses located in the adjacent Project Area 2.

Western and Eastern end of the Northern portion of City Block 3926 (Project Areas 5 and 7). These two entries to the Olive Street shall be developed with new residential units and/or retail space with the possible retention and incorporation of such existing structures or portions of structures (facades) as, in the judgement of the Developer, may be feasibly rehabilitated.

Exhibit 4

B. LEGAL DESCRIPTION

A tract of land located in the City of St. Louis, Missouri, being all of City Blocks 3750, 3751, 4585, the northern half of City Block 3926 and that portion of City Block 2287, lying west of Spring Avenue, and specifically described as follows:

Beginning at a point which is the intersection of the west line of the Spring Avenue right-of-way and the north line of the east-west alley in City Block 3926; thence northward along said west line of the Spring Avenue right-of-way across Westminster Place, Olive Street,

Washington Boulevard, Delmar Boulevard, and all alleys to its point of intersection with the north line of the Enright Avenue right-of-way; thence westwardly along said north line of the Enright Avenue right-of-way to its point of intersection with the west line of the Vandeventer Avenue right-of-way; thence southwardly along said west line of the Vandeventer Avenue right-of-way across Delmar Boulevard to its point of intersection with the north line of the Washington Avenue right-of-way; thence eastwardly along said north line of the Washington Avenue right-of-way to its intersection with the east line of the Vandeventer Avenue right-of-way; thence southwardly along the east side of the Vandeventer Avenue right-of-way across Washington Boulevard, Olive Street, to its point of intersection with the north line of the east-west alley in City Block 3926; thence eastwardly along said north line of the east-west alley in City block 3926 to its point of intersection with the west line of the Spring Avenue right-of-way, the point of beginning.

C. STAGING FOR REDEVELOPMENT

i. PROPOSED STAGING OF REDEVELOPMENT

The Redevelopment Plan shall consist of two (2) stages and will be completed within approximately ten (10) years or less after the execution of a development agreement between the Vandeventer-Spring Redevelopment Corporation and the City of St. Louis (the "Agreement"). Each stage of the Redevelopment Plan is shown on Exhibit 5, Staging of Development. In addition, each project in each stage is listed by city block and lot number in Appendix I of said Redevelopment Plan (each Project as listed in Appendix I is hereinafter referred to as the "Project" and all of

the Projects are collectively referred to as "Projects") according to stage and type of action that will affect that project.

ii. TIMING OF STAGES

Stage 1 will be initiated immediately after the execution of the Agreement by the City and will be completed in approximately four (4) years or less. Stage 2 will be initiated within one (1) year of the completion of Stage 1 and will be completed within approximately six (6) years after completion of Stage 1. However, initiation and completion of Stage 2 may occur earlier if permitted by market conditions.

iii. STAGING VARIANCE

The Developer shall have the right to initiate action on any Project designated on Exhibit 4 and in Appendix I prior to the stage herein stated for such Project in the Redevelopment Plan and shall have the right to alter the order of stages or Projects as development and market conditions may dictate. Such election may be made at any time and shall be effectuated by the Developer, mailing notice by certified mail to each record owner of property within said Project (which property is hereinafter referred to as the "Project Area") whose name and address appears in the public land records of the

Recorder of Deeds of the City of St. Louis. Said notice shall specifically advise each such owner of his rights, as provided in Section F, to file plans that are in accordance with the Redevelopment Plan and to enter into contracts with the Developer for any development or rehabilitation of his existing building for new construction and the time limits within which such action may be taken by the owner. A copy of the notice together with certification of the mailing shall be filed by the Developer with the Clerk of the Board of Aldermen and with the President of the Board of Public Service.

Exhibit 5 – Staging of Development

D. BUILDINGS AND IMPROVEMENTS TO BE DEMOLISHED

i. PROPOSED BUILDINGS TO BE DEMOLISHED

The Redevelopment Plan proposes the demolition of structures in the Redevelopment Area. Forty-three (43) demolitions are required to facilitate new private sector investments, while actions initiated by the public sector would require one (1) additional demolition; the building on the northwest corner of the Olive and Spring intersection.

All buildings and improvements which shall be demolished are listed by city block and lot number in Appendix I, are shown in Exhibit 6, and are listed below:

Number of Buildings

<u>City Block</u>	<u>to be Demolished</u>
2287	1
3750	20
3751	19
3926	0
4585	3
TOTAL	43

ii. DEMOLITION VARIANCE

In addition to the buildings designated above as subject to demolition, additional buildings and improvements may be demolished if such structures are found by the Building Department of the City of St. Louis to be structurally unsound or otherwise uninhabitable and said finding is agreed to by the Developer in writing. In addition to the buildings designated for demolition, the Developer shall, after undertaking its best efforts to find a rehabilitation solution, have the right,

notwithstanding other variance provisions herein, to demolish such other buildings which prove to be structurally unsound because of fire, wind damage, tornado, or other natural causes, or if said buildings are not, in the judgment of the Developer, economically feasible to renovate. After the acquisition of structures and prior to the demolition thereof, the Developer may utilize any structure or structures as project office facilities or as demonstration projects for rehabilitation or any other lawful temporary use, or the Developer may rent or lease said structures until the time scheduled for demolition thereof.

Exhibit 6 – Primary Action

Likewise, the Developer may choose to retain for rehabilitation certain buildings otherwise intended for demolition if such structures are found to be particularly suitable for such action. Notwithstanding anything to the contrary relative to the process for obtaining demolition approvals, it is not the intent of this paragraph to lessen or circumvent any of the standard City procedures or regulations relating to the demolition of structures.

iii. SECURING BUILDINGS

During the time that structures owned by the Developer and scheduled for demolition are vacant, the Developer shall not be obligated to maintain such vacant structures, but will secure such buildings until commencement of demolition.

E. BUILDINGS NOT TO BE DEMOLISHED

All buildings not scheduled for demolition have been designated for conservation and/or rehabilitation and are shown on Exhibit 6 and are so listed by city block and lot number in Appendix I. All such buildings shall be rehabilitated to the extent deemed necessary or appropriate by the Developer provided, however, that, if the Developer determines that rehabilitation of any such building is not

economically feasible, the Developer may seek to obtain appropriate demolition permits and cause the buildings to be demolished.

Owners of all buildings that are scheduled for rehabilitation hereunder shall, prior to the commencement of such rehabilitation, enter into a Parcel Development Agreement by and between such owner and the Developer pursuant to the terms of Section F hereof. After completion of rehabilitation pursuant to such Parcel Development Agreement, the exterior building treatment(s), lighting, signage, landscaping, and use of the rehabilitated structure shall not be changed, without the prior written approval of the Developer, during the period in which the Parcel Development Agreement is applicable to such property.

Owners of buildings that are scheduled to be conserved shall continue to maintain their buildings in good condition and shall retain the current use. Should the current use be changed to a use, which is not compatible with the Plan, the Developer shall have the right to acquire the property for an alternative use, which is compatible with the Plan or for redevelopment. Should the building require rehabilitation, the owner shall enter a Parcel Development Agreement by and between such owner and the Developer pursuant to the terms of Section F hereof and subject the property to the Declaration and Restrictions of the Redevelopment Area. However, if the Developer determines that rehabilitation of the building is not economically feasible, the Developer may seek to obtain appropriate demolition permits and cause the buildings to be demolished.

F. PARCEL DEVELOPMENT AGREEMENT

Owners of properties located in each Project Area designated for conservation or rehabilitation action shall be encouraged to improve their own properties in accordance with the Redevelopment Plan. In doing so, the procedure below shall be followed:

i. Initial Notice to Record Owners

Within ninety (90) days of the execution of the Agreement between the City and the Developer, the Developer shall mail to each record owner in the Redevelopment Area whose name and address appear in the public land records of the Recorder of Deeds of

the City of St. Louis, a notice which shall specifically advise such owner of his rights to file plans and to enter into contracts with the Developer for the development or rehabilitation of his existing building or for new construction; the time limits within which such action may be taken by the owner; and where to address inquiries concerning the Redevelopment Plan. A copy of the notice together with certification of the mailing shall be filed by the Developer with the Clerk of the Board of Alderman and with the President of the Board of Public Service. Failure of any owner to receive such notice shall not change or alter any such owner's rights, duties, and obligations under Redevelopment Plan; extend or delay the time within which the owner has a right to take or perform any act; or give such owner any defense to an action of the Developer.

ii. PROJECT NOTICE TO RECORD OWNERS

Thirty (30) days prior to the initiation of any Project, the Developer shall mail notice by certified mail to each record owner in that Project Area whose name and address appear in the public land records of the Office of the Recorder of Deeds of the City of St. Louis. Said notice shall specifically advise each such owner of his rights to file plans and to enter into contracts with the Developer for the development or rehabilitation of his existing building or for new construction, and the time limits within which such action may be taken by the owner. A copy of the notice together with certification of the mailing shall be filed by the Developer with the Clerk of the Board of Aldermen and with the President of the Board of Public Service. Failure of any owner to receive such notice shall not change or alter any such owner's rights, duties, and obligations under the Redevelopment Plan; extend or delay the time within which the owner has a right to take or perform any act; or give such owner any defense to any action of the Developer.

iii. SUBMISSION OF PRELIMINARY PLANS

Upon receiving notice from the Developer, as provided in either subparagraph F (ii) or C (iii) hereof, or at any time prior to receipt of such notice, an owner shall prepare and submit to the Developer preliminary plans as described in paragraph F (iv) hereof for the owner's property and upon approval of such preliminary plans shall enter into a Parcel Development Agreement. Failure of any such owner to submit such preliminary plans on request of the Developer within ninety (90) days following notice from the Developer for such owner on approval of such preliminary plans to enter into a Parcel Development Agreement shall constitute an inability of the owner and the Developer to agree and the Developer may proceed to acquire the property by negotiation or eminent domain. When the owner has demonstrated to the Developer that he or she has made a good faith effort to prepare such preliminary plans, but cannot complete such plans within the said ninety (90) days period the Developer may, in its sole discretion, grant an additional thirty (30) days for the completion of such plans.

iv. CONTENTS OF PRELIMINARY PLANS

As provided in sub-paragraph F (iii) hereof, an owner desiring to rehabilitate an existing building or construct new improvements on his property shall file with the Developer preliminary plans for such proposed development including a preliminary site plan, preliminary elevations, and a narrative statement or outline specifications of materials to be used in the rehabilitation or new construction together with an approximation of the type of use as listed on Exhibit 3 (Land Use Plan) of the Redevelopment Plan. If said use is commercial in nature, the owner shall file a statement of the general classification of commercial use that will occupy the space. If said commercial space is to be occupied by a restaurant, bar, grill, entertainment use, or any type of retail sales, or any use which has contact with the public, the name of the proposed operator, if known, shall be filed and any additional information

available to show that such operator is a person of good character. The preliminary plan submission shall also include a statement of the owner's development experience and that of any and all persons associated with the owner in the Project, a description of the financing plan for the Project, and a timetable which shall state the time for commencement and completion of the construction or rehabilitation which shall conform to that of the stage in which the property is designated or of the stage in which the Project is initiated pursuant to Section C (iii) hereof. All such submitted materials shall collectively be the preliminary plans of such owner. The owner shall furnish such additional information as may be reasonably requested by the Developer to aid it in reaching a determination under the Redevelopment Plan with respect to the appropriateness of the preliminary plans.

v. REVIEW OF PRELIMINARY PLANS AND CURE PERIOD

The preliminary plans of an owner will be evaluated by the Developer, and the Developer will promptly give notice to the owner of its approval or disapproval of such preliminary plans. If the preliminary plans are disapproved by the Developer, it shall state with particularity the deficiencies in the preliminary plans or the objections thereto. The owner shall have thirty (30) days after notice of disapproval is given to submit supplements or amendments thereto which are intended to cure all of such deficiencies and/or objections. Provided, however, under no circumstances shall any owner be given more than one thirty (30) day opportunity to cure all of such deficiencies and/or objections. If the Developer shall not have given notice to the owner of disapproval of the preliminary plans and any supplements or amendments submitted upon initial disapproval of such preliminary plans within thirty (30) days of the filing thereof, such preliminary plans and any supplements or amendments thereto shall be deemed approved.

vi. EVALUATION OF PRELIMINARY PLANS

In the evaluation of the preliminary plans, the Developer will consider the plans from both an architectural and use criteria and will assess the likelihood of the owner's successful completion of the project based upon the experience of the development team and the financing plan submitted. Architectural plans shall be considered from an objective standard of visual compatibility with other structures within the Redevelopment Area and the following elements shall specifically be reviewed: use, height, bulk, setbacks, lot coverage, scale and proportion, fenestration pattern, materials and textures, colors, decorative features, expression of details, roof shapes, building identification, landscaping, overall scale, rhythm of closed and open space, orientation, proportion, interior and exterior lighting, facade treatments, and the general spirit of the Redevelopment Area. The uses proposed shall be independently evaluated to assure a diversity of uses distributed throughout the Redevelopment Area. In those cases where a use will involve contact with the public, the experience, reputation, and integrity of the operator will also be considered.

vii. EXECUTION OF PARCEL DEVELOPMENT AGREEMENT

Within thirty (30) days after the approval of preliminary plans of an owner by the Developer, the owner and the Developer will enter into an agreement (which agreement hereinafter referred to as the "Parcel Development Agreement") under the terms of which the owner will agree to construct the improvements substantially in accordance with the approved preliminary plans and within the period of time provided therein pursuant to the terms of the Redevelopment Plan. The owner shall agree with respect to his property to be bound by all the terms and conditions of the Redevelopment Plan for a period of at least twenty-five (25) years and to be bound by the conditions and terms of the Parcel Development Agreement. Such Agreement shall be in terms

satisfactory to the Developer and shall be in recordable form. The Parcel Development Agreement may be recorded in the Office of the Recorder of Deeds of the City of St. Louis either by the Developer or by the owner and shall recite that it is for the benefit of the City of St. Louis in addition to the parties thereto and may be enforced by the City of St. Louis as a beneficiary thereof. It shall be binding upon the heirs, successors, and assigns of the owner. The Parcel Development Agreement will provide that the property may be acquired by the Developer by eminent domain in the event of breach thereof on the part of the owner, without limitation of any other remedy available to the Developer. The preliminary plans will be attached and incorporated in the Parcel Development Agreement. A copy of the Parcel Development Agreement will be filed with the Board of Public Service and the Community Development Commission.

viii. DEVELOPER APPROVAL

Each Parcel Development Agreement shall provide that if the uses include such commercial uses as entertainment, dining, sale of beverages, or the sale of any service or retail commodity, the Developer reserves the right of approval over the operator thereof and any lease or arrangement for such establishment's operation; which consent shall be not unreasonably withheld by the Developer.

ix. FAILURE TO REACH AGREEMENT

If preliminary plans have not been approved for new construction or rehabilitation and a Parcel Development Agreement has not been executed, as provided above, between the owner and the Developer within sixty (60) days after the last submittal of such preliminary plans or any supplements or amendments thereto, it shall be concluded, unless thereby mutual written agreement by the owner and the Developer to the contrary, that the Developer and the owner are unable to reach agreement and the Developer may

proceed to acquire the property by negotiation or eminent domain.

x. NO REHABILITATION OR NEW CONSTRUCTION RECEIVES BENEFITS WITHOUT PARCEL DEVELOPMENT AGREEMENT

No rehabilitation or new construction of any property or structure shall be undertaken by an owner within the Redevelopment Area unless such owner shall have entered into a Parcel Development Agreement with preliminary plans attached thereto as provided herein above. The Developer is committed to not entering into a Parcel Development Agreement that is inconsistent with the intent and spirit of the Plan.

xi. PERFORMANCE BONDING

If requested by the Developer, each Parcel Development Agreement shall provide that, before undertaking development, each owner will either post bond or tender security in form and substance satisfactory to the Developer as required by Section F of the Redevelopment Plan with respect to the property to which such Parcel Development Agreement applies. No performance bond shall be required in connection with any rehabilitation or construction undertaken pursuant to the Redevelopment Plan unless the Developer requires such bond in connection with a Parcel Development Agreement and the provisions of Paragraph F (vii) of this Agreement with respect to performance bonds for this key location where Spring Avenue changes alignment. It will also serve as a gateway for visitors to the Vandeventer-Spring Area traveling on olive Boulevard, as well as Spring Avenue. These improvements are to be carried out by the City and/or the Developer.

An acceptable alternative is that this open space be combined with the proposed open space to the east of Spring Avenue to create a single plaza, provided that Spring Avenue is made discontinuous with offset "T"

intersections of Spring Avenue on the north and south sides of Olive Street.

xii. PROPERTY ASSESSMENT

The Parcel Development Agreement (or a Declaration of Covenants and Restrictions recorded by the Developer and hereinafter referred to as the "Covenants and Restrictions") shall provide for an assessment or charge on the property subject to said Parcel Development Agreement. The exact amount of the assessment or charge will be determined by the Developer. The assessments shall be based upon the gross square footage of land or buildings at such amounts when taken with all other assessments levied as is reasonably necessary to maintain the administrative operations of the Developer and the Project. The Developer shall determine the reasonable installments in which charges or assessments shall be paid and whatever enforcement procedures are to be required. Such assessment or charges shall be used for the purpose of administration of the development and the Redevelopment Plan, for enforcement of the Redevelopment Plan and Parcel Development Agreements, for the acquisition of property, and for the promotion of the Redevelopment Area, as the Developer shall determine.

xiii. BUSINESS ASSOCIATION

The Developer may form a Business Association for the area and may provide in the Parcel Development Agreement (or the Covenants and Restrictions) for the membership therein of all owners who have executed Parcel Development Agreements and their tenants and lessees. The Parcel Development Agreement (or the Covenants and Restrictions) may include the schedule of dues, assessments, and regulations of such Business Association, including regulation of the business hours and the conduct of business in the area. The Parcel Development Agreement (or the Covenants and Restrictions) may also authorize the Developer on

behalf of and as an agent for all such owners, tenants, and lessees to petition the City to establish, enlarge, or increase in area a Special Business District and a Community Improvement District in the Redevelopment Area in accordance with the terms of Chapter 71 or Chapter 67.1401 respectively of the Revised Statutes of Missouri, 1998, as amended.

xiv. NEIGHBORHOOD ASSOCIATION

The Developer may form a Neighborhood Association for the area and may provide in the Parcel Development Agreement (or the Covenants and Restrictions) for the membership therein of all owners who have executed Parcel Development Agreements as well as any tenants. The Parcel Development Agreement (or the Covenants and Restrictions) may include the schedule of dues, assessments, and regulation of the Neighborhood Association, including the regulation of exterior improvements.

xv. REPAIR AND MAINTENANCE OF PROPERTY

The Parcel Development Agreement (or the Covenants and Restrictions) shall provide that, during the period of the Redevelopment Plan, each owner executing such Parcel Development Agreement shall maintain such property in good repair and in clean, sanitary, and attractive condition for the uses herein provided. All such owners shall maintain all landscaping within their property in the Redevelopment Area in a clean, sanitary, and attractive condition which shall include, but not be limited to, the following: trimming of trees as needed, mowing of grass, removal of dead trees and shrubs, and removal of all grass and weeds from driveways and sidewalks. Violators may be prosecuted by the City or by the Developer.

xvi. ACQUISITION OF CERTAIN PROPERTIES

Notwithstanding anything set forth in this section or in the Agreement or in the Redevelopment Plan, the

Developer may determine that it is not appropriate for an owner to rehabilitate his property or undertake new construction on his property in those instances where it is necessary either (i) to provide parking, pedestrian or vehicular access, or open space or other space for the general benefit of the Redevelopment Area (or any portion thereof); or (ii) to combine individual properties into a single development. If the Developer makes such a determination, the Developer shall not be required to follow the procedures for notices and Parcel Development Agreements set forth in this section of the Development. However, notice of such determination, as described in this paragraph, shall be provided by the Developer to the St. Louis Development Corporation, the City Alderman in whose ward the affected property lies, and the affected property owner not less than sixty (60) days in advance of the decision as described in this paragraph. A copy of the notice, together with certification of the mailing, shall be filed by the Developer with the Clerk of the Board of Alderman and the President of the Board of Public Service. Upon compliance with the procedures set forth in this paragraph, the Developer may proceed to acquire such property by negotiation or eminent domain.

xvii. APPROVAL OF PLANS PRIOR TO AGENCY OR AUTHORITY ACTION

Without first receiving written certification from the Developer that the preliminary plans for the rehabilitation and/or new construction proposed for a Project have been approved by the Developer pursuant to the provisions of Section F hereof, the St. Louis Development Corporation, the Industrial Development Authority, the Land Clearance for Redevelopment Authority, the Planned Industrial Expansion Authority, or any other authority or agency of the City of St. Louis shall not: (i) approve an application to provide financial assistance to a Project; (ii) agree to finance a Project through the issuance of bonds of said authority or agency; (iii) submit a Board Bill to the Board of

Aldermen requesting a "blight" designation for a Project, pursuant to Chapter 99 or 100 RSMo; or (iv) authorize the granting of tax abatement to a Project, pursuant to Chapter 99 or 100 RSMo.

G. STRUCTURES DESIGNATED FOR REHABILITATION

The structures which have been designated for rehabilitation in accordance with the provisions of Section E are shown on Exhibit 6 and are listed by city block and lot number in Appendix I. A general description of each Project (see Exhibit 4) is summarized below:

Project Area 5: Some or all of the existing structures may be rehabilitated for residential/ retail use, if this area is not redeveloped with new construction.

Project Area 6: Selective buildings in this area may be rehabilitated for residential use, if this area is not redeveloped with new construction.

Project Area 7: Selective buildings in this area may be rehabilitated for residential/ retail use, if this area is not redeveloped with new construction.

H. NEW DEVELOPMENT

The Redevelopment Plan proposes a variety of types of new construction to address the residential, commercial, and institutional needs of the Redevelopment Area. The sites that have been designated for new construction are shown on Exhibit 6 and are listed by city block and lot number in Appendix I. A general description of such Projects, as shown in Exhibit 4, is summarized below:

Project Area 1: This Project Area will be developed with a new campus for Cardinal Ritter College Prep. Cardinal Ritter, a St. Louis Archdiocesan high school, is nationally recognized for academic excellence, as well as its service to young African-Americans and disadvantaged youth. With the school's current location and functionally obsolete facilities, it is not possible for Cardinal Ritter to continue to achieve its educational objectives. Working in coordination with the Developer, provided that

redevelopment rights are granted, Cardinal Ritter has committed to relocate their entire facility to an approximate 17-acre urban campus expected to be bound generally by Enright Avenue on the north, Spring Avenue on the east, Washington Boulevard on the south, and Vandeventer Avenue on the west. The exact site plan for the campus is subject to final architectural programming and design that has not yet been completed. The preliminary concept design includes classrooms; administrative and counseling offices; chapel, library, student common and dining areas; maintenance, service, and support areas; as well as gymnasium, athletic and physical education space. Additionally, the campus will accommodate athletic fields (football, track, and tennis courts), as well as appropriate staff, student, and service parking. It is anticipated that the capital investment for the relocation and new facilities will approximate \$20 million.

A landscaped area along the entire eastern and western edges of the Project Area should be developed as part of the beautification programs for Spring Avenue and Vandeventer Avenue.

Project Area 3: New open space is planned for development at this key intersection of Spring Avenue and Olive Street. This open space will complement the open space to be developed by others on the east side of Spring Avenue at this intersection. An acceptable alternative would be that the two spaces be combined into one large plaza area. A second acceptable alternative would be for all or portions of this area to be included in the new residential development proposed for Project Area 4 to the west.

Project Area 4: This area is planned for redevelopment with new residential units at a low to medium urban density for either rental or owner occupancy. However, the Developer may choose to allocate a small portion of this project area to meet the needs for on-site parking for existing businesses and institutions to be retained in the adjacent Project Area 2.

Project Areas 5 and 7: These areas are planned to be developed with new or rehabilitated residential units with the option of inclusion of office or retail commercial space on the ground floor, street front spaces. Selective structures may be retained, depending on the structural condition of these buildings and the economic feasibility of their rehabilitation and adaptation to contemporary usage.

Landscaping shall be developed along the eastern edge of Project Area 7 and the western edge of Project Area 5 as part of the beautification program for Spring Avenue and Vandeventer Avenue.

Project Area 6: Most or all of this area is planned for redevelopment with new residential units. However, selected structures may be retained, depending on the structural and economic feasibility of their rehabilitation and adaptation to contemporary usage.

I. LANDSCAPING AND COMMUNITY FACILITY IMPROVEMENTS

In order to improve the general landscaping and lighting within the Redevelopment Area, the Developer proposes the following specific community facility improvements:

i. GENERAL STREETSCAPE IMPROVEMENTS

A series of improvements to the vehicular and pedestrian environment are proposed for implementation within the public right-of-way of the Redevelopment Area. These improvements are to be paid for and executed by the City. They include the replacement of or installation of new curbs and gutters, sidewalks, street lighting, signage, landscaping, and tree planting. Special emphasis is to be placed on a beautification program for Vandeventer Avenue, the west side of Spring Avenue, the south side of Enright Avenue and Washington Boulevard. Both sides of Vandeventer should be landscaped and a median constructed where feasible, given existing and projected traffic movements.

ii. SPRING AND OLIVE OPEN SPACE

A new landscaped open space area is planned for the northwest corner of the Spring Avenue and Olive Street intersection on all or a portion of the property that is presently occupied by an automobile repair shop. The open space will complement the open space to be developed by others on the northeast corner of the intersection and within the adjacent Grand Center

Redevelopment Area, and will provide an important visual focus or this key location where Spring Avenue changes alignment. It will also serve as a gateway for visitors to the Vandeventer-Spring Area traveling on Olive Boulevard, as well as Spring Avenue. These improvements are to be carried out by the City and/or the Developer.

An acceptable alternative is that this open space be combined with the proposed open space to the east of Spring Avenue to create a single plaza, provided that Spring Avenue is made discontinuous with offset "T" intersections of Spring Avenue on the north and south sides of Olive Street.

Exhibit 7 – Open Space and Landscape Plan

iii. PROJECT LANDSCAPING

All preliminary and final plans approved in conjunction with Section F hereof shall provide for internal site landscaping, perimeter landscaping (not within the public right-of-way), and buffering to be provided at the expense of the owner or Developer of such properties.

J. DEDICATIONS OF PROPERTY FOR PUBLIC PURPOSES

No property in the Redevelopment Area is proposed to be sold, donated, exchanged, or leased to the City, the St. Louis Board of Education, the Public Library Board, or any other public body.

The Developer reserves the right to offer to the City of St. Louis, at no cost for development, such other areas within the Redevelopment Area as may in the future be developed as public park and/or recreational facilities.

K. DESCRIPTION OF PROPOSED ZONING CHANGES

The entire Redevelopment Area is zoned "H" Commercial, as shown on Exhibit 8, entitled "Existing and Proposed Zoning."

It is proposed that the zoning for most of the southern half of City Block 4585 and most of the northern half of City Block 3926 be changed to "C" Multiple-Family Dwelling District. This designation will accommodate new townhouse development while excluding commercial development, thereby providing the new residential uses better protection from incompatible or conflicting uses.

In the event that individual variance requests become appropriate, applications shall be filed by individual Developers on a project-by-project basis as needed and by the Developer as deemed appropriate in order to effectuate the Redevelopment Plan.

Once the Plan has been approved and accepted, the Developer intends to seek appropriate rezoning of those portions or areas of the Plan consistent with City procedures and regulations.

Exhibit 8 – Existing and Proposed Zoning

Exhibit 9 – Circulation Plan

L. STREET AND CIRCULATION CHANGES

The Redevelopment Plan reserves the option of closing Olive Street at Vandeventer in order to enhance the safety and attractiveness of the expanded community served by this street. (See Exhibit 9, Circulation Plan.)

In addition, the Developer proposes that Delmar Boulevard be vacated between Vandeventer

Avenue and Spring Avenue and that Carpenter Place, Clarkson Place, the angled right-of-way connection between Delmar to the east of Spring Avenue and Delmar to the west of Spring Avenue, the angled right-of-way connection between Enright Avenue to the west of Spring Avenue and Delmar Boulevard to the east of Spring Avenue, and the alleys between Washington Boulevard and Enright Avenue, be likewise vacated. Delmar Boulevard is to be connected to Enright Avenue to the east and west of the Redevelopment Area consistent with prior discussions and understandings reached with both the City and appropriate elected officials. The Plan requests that the City execute and pay for this important circulation improvement.

In addition, vacation may be sought for the right-of-way between Olive Street and Spring Avenue to the west of City Block 2287.

M. QUALITY AND CHARACTER OF EXISTING RESIDENTIAL DWELLINGS

There are currently 32 residential structures with 77 units existing within the Redevelopment Area. Of these, 60 units are occupied (not boarded up). There are an estimated 53 multi-family units (42 occupied) in 7 structures located within the Redevelopment Area. There are a total of 24 single-family units (18 occupied). A complete inventory of these residential structures is provided in the accompanying table (M-1). In addition to the number of existing units, the total number of occupied units in each building is indicated. Using a standard format and procedure, the present condition of each building is assessed both individually and in its context. This is followed by a recommended action to implement the plan: demolition, new construction, rehabilitation, or conservation. Appropriate alternative actions are also indicated. Overall, it is proposed that up to 50 of the 60 units might be retained for residential use, depending on the extent of new construction in Project Areas 4, 5, 6, and 7.

TABLE M-1

INVENTORY OF EXISTING RESIDENTIAL DWELLINGS

VANDEVENTER-SPRING REREDEVELOPMENT AREA

TOTAL 77 60